

EXHIBIT 1



TENANT/BUYER ADVISORY AND REPRESENTATION AGREEMENT

THIS TENANT ADVISORY AND REPRESENTATION AGREEMENT ("Agreement") is entered into on February 5, 2021, but not effective until approved by the United States Bankruptcy Court in Case No. 21-30085, *In re National Rifle Association of America, Inc. and Sea Girt LLC*. ("Effective Date"), by and between Colliers International Houston, Inc. dba Colliers International, ("Colliers") and National Rifle Association and Sea Girt, LLC and any of their affiliates, further known as ("Clients"). In consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. **Colliers as Exclusive Agent.** Commencing on the Effective Date and continuing through February 28, 2022 ("Term"), Clients hereby appoint Colliers as sole and exclusive real estate consultant and agent for the purpose of locating, securing, and negotiating or renegotiating a property lease on behalf of Clients in Texas. Client agrees to promptly refer to Colliers any and all relevant inquiries and to conduct negotiations through Colliers or under Colliers' direction. Clients shall cooperate fully with Colliers.
2. **Acceptance of Appointment.** Colliers does hereby accept the foregoing appointment and agrees to use its reasonable best efforts, on behalf of Clients, to locate, secure and negotiate for such property lease or purchase, as provided for herein. Services shall be provided by Jay Kyle, of Colliers. It is further understood and agreed that Colliers shall have no authority to commit Clients to any contract lease, purchase or any legally binding agreement without the written consent of Clients. The terms of all contracts are subject to the Clients' approval.
3. **Extension.** If during the Term of this Agreement, negotiations involving the leasing or conveyance of property has commenced or are continuing, then the Term of this Agreement shall be automatically extended through the termination of such negotiations or consummation of such transaction.
4. **Payment of Fees.** Clients agree to require as part of any offer and agreement it enters into with an owner of a property ("Owner"), that the Owner shall agree in writing to pay a brokerage fee of at least four percent (4%) of the gross lease value or three percent (3%) of the gross purchase price to Colliers. If Clients lease or purchase property first introduced by Colliers within 180 days after the termination of this Agreement, then Clients shall use their best efforts to assist Colliers in securing a fee from the Owner. Clients will endeavor to include in any potential lease or purchase agreements a provision that states if the Owner does not timely pay Colliers any commissions earned and due under a commission agreement between Colliers and Owner ("Commission Agreement"), then Clients shall have the right to compensate Colliers on behalf of Owner in the amounts stipulated in the Commission Agreement, and deduct commissions to be paid to Colliers from rent installment(s) under any lease agreement.
5. **Indemnification.** Clients shall defend, indemnify and hold harmless Colliers, its parent, subsidiaries, affiliates, shareholders, officers, managers, directors, employees and agents, from and against any and all claims, lawsuits, harm, costs, demands, settlements, judgments, losses, liabilities, damages and expenses, including, but not limited to, attorneys' fees, costs and related expenses (collectively, "Liabilities"), to the extent caused by (i) an act or omission of the Clients (ii) any misinformation provided to Colliers by Clients, (iii) any lease agreement, and (iv) for any breach or failure to perform any provision of this Agreement by Clients, Clients shall not be responsible for indemnification for Liabilities to the extent caused by Colliers' gross negligence or willful misconduct in performing its obligations under this Agreement.

Colliers hereby indemnifies and agrees to defend and hold Clients and its respective officers, directors, shareholders, partners, members, beneficiaries, trustees, managers, employees, and representatives harmless from and against any and all Liabilities brought by a third party to the extent caused by Colliers' gross negligence or willful misconduct in performing its obligations under this Agreement.
6. **Agency/Dual Agency** Clients hereby acknowledges receipt from Colliers of the agency disclosure form entitled "Information About Brokerage Services." Clients acknowledge that Colliers is a national brokerage firm and that in some cases it may represent prospective property owners. Clients desire to consider properties which may be listed by Colliers and hereby consent to, and authorize, Colliers


 Initials

to act as an intermediary in the event of a transaction involving Clients and an owner also represented by Colliers. If Colliers acts as an intermediary in a transaction involving Clients, Colliers shall:

- a) Not disclose to the tenant that the landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the landlord;
 - b) Not disclose to the landlord that the tenant will pay a price greater than the price submitted in a written offer to the landlord unless otherwise instructed in a separate writing by the tenant;
 - c) Not disclose any confidential information or any information a party specifically instructs Colliers in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose such information by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the Property;
 - d) Treat all parties to the transaction honestly; and
 - e) Comply with The Texas Real Estate License Act.
 - f) If Colliers acts as an intermediary, Colliers may appoint (i) one or more licensees associated with Colliers to communicate with, carry out the instructions of, and provide options and advice to Client, and (ii) one or more other licensees associated with Colliers to provide similar services for the other party to the transaction. Clients' appointed agent(s) shall be Jay Kyle ("Clients' Agent").
 - g) Colliers reserves the right to change or appoint additional agents for Clients if, in Colliers sole discretion, same becomes necessary. In the event that Clients' Agent also represents the Landlord in a prospective transaction with Clients, both Colliers and Clients' Agent may act in the capacity of an intermediary, rather than as the sole representative of either party to the transaction.
7. **Third Party Information Disclaimer.** Any provision of third party information or related materials to Clients by Colliers is for general informational purposes only. In addition, any information furnished by Colliers is not intended to be tax, legal, investment, or transaction advice. Colliers makes no guarantees, representations or warranties of any kind, express or implied regarding the accuracy, authenticity, completeness, legality, or reliability of any third party information. Clients and any other interested party should undertake their own inquiries as to the accuracy of the third party information, and acknowledges and agrees that Colliers shall not be liable for any errors, omission or inaccuracies of any third party information provided.
8. **Clients' Warranty.** Clients warrant that Clients have full authority to execute this Agreement and to lease property, and that all information Clients provide to Colliers will be accurate to the best of its knowledge. The person(s) executing this Agreement on behalf of Clients warrant(s) that such person(s) have full authority to do so and in so doing to bind Clients.
9. **Attorneys' Fees.** In the event of dispute between the parties to enforce a right or rights provided by or arising out of this Agreement, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and other costs and expenses of enforcement proceedings. The "prevailing party" shall be the party receiving a net affirmative award or judgment.
10. **Negotiation and Construction.** This Agreement and each of the terms and provisions hereof have been negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

11. **Governing Law.** This Agreement is entered into and shall be governed and construed in accordance with the laws of the state of Texas.

IN WITNESS WHEREOF, the parties hereto have reviewed and executed this Agreement and it is effective as of the Effective Date.

CLIENTS: NATIONAL RIFLE ASSOCIATION

By: Wayne LaPierre
Name: Wayne LaPierre
Its: CEO & EVP
Date: February 5, 2021
Address: 11250 Waples Mill Road
Fairfax, VA 232030

COLLIERS:

By: Patrick Duffy
Name: Patrick Duffy, MCR
Its: President
Date:
Address: 1233 West Loop South, Suite 900
Houston, TX 77027
Lic. No.: 29114

SEA GIRT LLC

By: John Frazer
John Frazer, General Counsel of National
Rifle Association of America, sole managing
member of Sea Girt, LLC
Date: February 5, 2021
Address: 11250 Waples Mill Road
Fairfax, VA 232030



Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International
Houston, Inc.

Licensed Broker/Broker Firm Name or
Primary Assumed Business Name

29114
License No.

houston.info@colliers.com
Email

(713) 222-2111
Phone

Gary Mabray

Designated Broker of Firm

138207
License No.

gary.mabray@colliers.com
Email

(713) 830-2104
Phone

Patrick Duffy, MCR

Licensed Supervisor of Sales Agent/
Associate

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patrick.duffy@colliers.com
Email

(713) 830-2112
Phone

Jay Kyle

Sales Agent/Associate's Name

480101
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(713) 222-2111
Phone

Buyer/Tenant/Seller/Landlord Initials

Date